

Notice Inviting Tender

**FOR ALLOTMENT OF AC SHOPS ON LICENCE BASIS AT
DILLI HAAT JANAK PURI, OPPOSITE VIRENDER
NAGAR, LAL SAI MARG, NEW DELHI 110058**

December 2019

**Issued by
Delhi Tourism & Transportation Development Corporation Limited,
(A Government Undertaking)
18 A DDA SCO Complex, Defence Colony,
New Delhi-110024.
Tel: 011-25612181**

NIT No.

SHORT TERM NOTICE INVITING TENDER

DTTDC invites E Tenders from interested and eligible bidders **FOR ALLOTMENT OF AC SHOPS ON LICENCE BASIS AT DILLI HAAT JANAK PURI, OPPOSITE VIRENDER NAGAR, LAL SAI MARG, NEW DELHI 110058** for commercial utilization as prescribed in the Tender Document.

The details and time schedule of the tender / bidding is given below:-

S.No.	Particulars	Remarks
1.	Downloading of Tender Document	11.12.2019
2.	Bid Security Amount/Earnest Money Deposit	Rs.50,000/-
3.	Pre Bid Meeting	20.12.2019 – 11.30 AM
4.	Last Date & Time of Submission of Tender on line and physical form	02.01.2020 – 3.00 PM
5.	Venue for physical submission of tender document	Designated Tender Box in the head office of DTTDC at 18 A DDA SCO Complex Defence Colony, New Delhi 110024
6.	Date & Time of opening of Tender	02.01.2020 at 3.30 PM
7.	Validity of Tender	120 days from date of submission of tender

Corrigendum/Addendum (if any) shall be posted on website <https://govtprocurement.delhi.gov.in>.

DISCLAIMER

The information contained in this E Tender document (the “**TENDER DOCUMENT** ”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the DTTDC or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this TENDER DOCUMENT and such other terms and conditions subject to which such information is provided.

This TENDER DOCUMENT is not an agreement and is neither an offer nor invitation by the DTTDC to the prospective Bidders or any other person. The purpose of this TENDER DOCUMENT is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this TENDER DOCUMENT. This TENDER DOCUMENT includes statements, which reflect various assumptions and assessments arrived at by the DTTDC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This TENDER DOCUMENT may not be appropriate for all persons, and it is not possible for the DTTDC or its employees to consider the investment objectives, financial situation and particular needs of each party who reads or uses this TENDER DOCUMENT. The assumptions, assessments, statements and information contained in this TENDER DOCUMENT , may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this TENDER DOCUMENT and obtain independent advice from appropriate sources.

Information provided in this TENDER DOCUMENT to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The DTTDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The DTTDC and its employees make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TENDER DOCUMENT or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the TENDER DOCUMENT and any assessment, assumption, statement or information contained therein or deemed to form part of this TENDER DOCUMENT or arising in any way in this Bid Stage.

The DTTDC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this TENDER DOCUMENT .

The DTTDC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this TENDER DOCUMENT .

The issue of this TENDER DOCUMENT does not imply that the DTTDC is bound to select a Bidder or to appoint the Successful Bidder or VENDOR, as the case may be, for the Project and the DTTDC reserves the right to reject all or any of the Bidders or Bids

without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the DTTDC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the DTTDC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING
(Application for inviting open bids)

NIT No. _____

Delhi Tourism and Transportation Development Corporation invites bids through e-procurement solution **from eligible bidders for the following work:**

Name & Location of work	Bid Security	Period during which Bid Security and other documents shall be submitted	Bid Due Date	Time & date of Opening of Bid
e-Tender for allotment of AC Shops in Dilli Haat Janak Puri	Rs.50,000/- per shop	11.12.2019 to 02.01.2020	02.01.2020 at 3.00 PM	02.01.2020 at 3.30 PM

Date of release of TENDER DOCUMENT through E-procurement solution 11/12/2019

1. The intending bidder must read the terms and conditions the TENDER DOCUMENT carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the required documents.
2. Information and instructions for bidders posted on website shall form part of bid document.
3. The TENDER DOCUMENT consisting set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website **<https://govtprocurement.delhi.gov.in>**.
4. But the bid can only be submitted after uploading the mandatory scanned documents mentioned in the Sr. No. 10 below. The Bid Security is acceptable in the form of Demand Draft/ Bankers Cheque in favour of DTTDC payable at New Delhi issued by a scheduled bank
5. Bidders not registered on the website mentioned above are required to get registered beforehand. For registration on e-procurement website, bidders may contact e-procurement help desk at 6th Floor, C-Wing, VikasBhavan – II, (Near Metcalfe House), Civil Lines, Delhi – 110054. Phone: 011 – 23813523 (Monday to Friday, 9.30 AM to 06.00 PM). If needed they can be imparted training on online bidding process as per details available on the website.
6. The bidder must have valid class-III digital signature to submit the bid. Such digital signature must be issued in the name of bidder or its authorized signatory.
7. On opening date, the Bidder can login and see the bid opening process.
8. Bidder can upload documents in the form of JPG format and PDF format.
9. The bidder should quote his offer in the column meant for quoting rate in figures and words.
10. **List of Documents to be signed, scanned and uploaded within the period of tender submission:**

1. Earnest Money Deposit (Demand Draft in favour of DTTDC payable at New Delhi)
2. Tender Form (**Annexure -4**)
3. Proof of ID (Adhaar Card).
4. Income Tax Returns for the last three financial years (2017-18, 2016-17 **and 2015-16**)
5. PAN No.
6. Good & Services Tax Registration No., if any.
7. A set of complete tender document along with the agreement, addendums, corrigendum, annexure etc
8. Price Bid on the prescribed format (Separate)
9. Registration Certificate by the authorized signatory, in case of company.
10. Partnership deed by the all partners or authorized partner in case Partnership firm.
11. Certificate of authorized dealership of principal company, or its franchisees in case of the shop reserved for the specific trade purposes
12. Power of attorney in favour of authorized signatory, if any.
13. Any other document/information as mentioned in the Tender document.

All the documents mentioned above shall have to be signed, scanned and uploaded, and the original Physical copy of the same shall be submitted in a sealed envelope as mentioned in the ofTENDER DOCUMENT, in the head office of Delhi Tourism and Transportation Development Corporation, 18-A, DDA – SCO Shopping Complex, Defence Colony, New Delhi - 110024 so as to reach before the Bid Due Date. **For this purpose a separate box will be kept in this office.**

Online tender documents submitted by intending bidders shall be opened only of those bidders, whose Bid Security placed in the envelope are found in order. The Bid Security shall be deposited in the form of Demand Draft in favour of DTTDC The undersigned reserves the right to reject any or all the tenders without assigning any reason.

Further details can be seen at <https://govtprocurement.delhi.gov.in>

**General Manager
DTTDC**

GUIDELINES / PROCEDURE TO BE FOLLOWED IN INTRODUCTION OF 'E'- TENDERING SOLUTION

1. **Downloading of Tender documents:** -. The bidders can view / download the tender documents, from the <https://govtprocurement.delhi.gov.in>.
2. **Submission of Bids:** The bidders who are desirous of participating in 'e' tendering shall submit their Financial Proposal in the standard format prescribed in the Tender document, displayed at <https://govtprocurement.delhi.gov.in>. The bidder should upload the scanned copies of all the relevant certificates, documents etc., in the <https://govtprocurement.delhi.gov.in> in support of their price bids. The bidder shall sign all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.
Submission of all the bid documents/supporting documents duly certified in physical form before bid due date is mandatory along with electronic copies/scanned copies. Bids submitted electronically but not physically will be summarily rejected. Similarly, bids submitted physically but not electronically will also be summarily rejected. In case of any ambiguity in information provided in electronic copy of Technical Proposal and Physical copy of the same, Physical copy will prevail. In case of ambiguity in information provided in electronic copy of Financial Proposal and Physical copy of the same, the DTTDC will have full discretion to take a decision which includes rejection of bid.
3. **Payment of Bid Security:** The Bid Security shall be in the form of DD issued by a nationalized/scheduled bank issued in favour of **DTTDC** have to be submitted.
4. **Financial Proposal Opening:** The Financial Proposal will be opened online by the DTTDC at the specified date & time and the result will be displayed on the <https://govtprocurement.delhi.gov.in> which can be seen by all the bidders who participated in the tenders.
5. **Processing of Tenders:** DTTDC will evaluate and process the tenders as done in the conventional tenders and will communicate the decision to the bidder through the above mentioned website only.
6. **Payment of performance Guarantee:** The successful bidder shall submit irrevocable performance guarantee /Security @ Rs.3,00,000 (Rupees Three Lakhs) for each shop. This security shall be in the form of Demand Draft of any nationalized/scheduled bank in favour of DTTDC payable at New Delhi.
7. **Participation of Bidders at the time of opening of bids:** Bidders have two options to participate in tendering process at the time of opening of Bids:
 - (i) Bidders can come at the place of opening of bids (electronically) as done in the conventional tender process.
 - (ii) Bidders can see the process online.
9. **Signing of agreement:** After the award of the contract, an agreement shall be signed as done in conventional Tenders

INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF BIDS

1. The bidders should read all the instructions, terms & conditions, contract clauses, nomenclature of items, specifications etc. contained in the TENDER DOCUMENT very carefully, before quoting the rates.
2. Any person who submits a bid shall fill up the uploaded financial proposal format, stating his offer. Financial Quotes, which are submitted in a format other than that provided will be liable for rejection of whole bid without assigning any reason.
4. The TENDER DOCUMENT consisting of terms and conditions, various annexure needed to be uploaded and other necessary documents can be seen on website <https://govtprocurement.delhi.gov.in>. Bidders are advised to visit the project site, read all the TENDER DOCUMENT conditions carefully and obtain all necessary information regarding the work before quoting their rates.
5. After submission of the bid the bidder can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
6. While submitting the revised bid, Bidder can revise the financial quote any number of but before last time and date of submission of bid as notified.
7. The Bidder shall quote his rates keeping in mind the specifications, terms & conditions and special conditions.
8. In the event of the bid being submitted by a firm, it must be signed by a person holding a power of attorney authorizing him to do so. Such power of attorney should be produced with the bid.
9. The bidder shall submit the Financial Proposal considering all Taxes.

DELHI TOURISM AND TRANSPORTATION DEVELOPMENT CORPORATION

INTRODUCTION

BACKGROUND

Delhi Tourism and Transportation Development Corporation (the “**DTTDC**”) came into its existence on 12th December, 1975 under the aegis of Government of NCT of Delhi with an object of developing tourism and carrying out other tourism related activities within the ambit of its Memorandum of Association. Ever since its inception DTTDC has undertaken multifarious activities like setting up and operation of Garden of Five Senses, Dilli Haats, Coffee Homes, Canteens, providing of Outdoor Catering Services, Memorials, production of Tourist Literature, Dissemination of Tourism Information, operation of Tourism/Travel Counters, providing of Tours & Transport Services, Adventure Sports activities, development of Lakes and Camping Sites, construction of Bridges, Fly-over, Underpasses and such other infrastructural projects, retail trading of liquor, organizing of Regular Fairs & Festivals, registration of Paying Guest Accommodation etc. The DTTDC had also provided its services for the transport arrangements during the Asian Games 1982 and has coordinated in organizing the Cultural programs during the Commonwealth Games. In the past it has also organized mega international events like, Russian Festival, French Festival, setting up of a temporary Dilli Haat at London. The annual turnover of the DTTDC is around Rs.1200 Crores.

DILLI HAAT JANAK PURI

DTTDC has set up its third Dilli Haat at Janak Puri. This is a Mega Tourism Project of the Government. The land for the project has been allotted by the Delhi Development Authority on certain terms and conditions including payment of Annual Licence Fee and revenue share by DTTDC to DDA. This project has many facilities like 100 craft stalls, 75 Open Plat Forms, Food Court, Amphitheatre, Auditorium, Exposition Hall, Administrative Block, Public Conveniences, Dormitory and Airconditioned Shops etc.

EXISTING E- TENDER FOR ALLOTMENT OF AC SHOPS

DTTDC intends to lease out its Air-ConditionedShops in Dilli Haat, Janakpuri for a period of 05 years which is extendable for another 5 years subject to the conditions mentioned in this tender document/ agreement.

The Successful Bidder, shall be responsible for operation, management and transfer of the AC Shops under and in accordance with the provisions of the agreement (the “**Agreement**”) to be entered into by the Successful Bidder and the DTTDC in the form provided by the DTTDC as part of the Bidding Documents pursuant hereto.

The scope of work will broadly include renovation, furnishing, upgradation, development etc of the AC Shops with requisite furniture, fixtures, products, necessary permissions/licencesetc from the local authorities wherever required, at its own cost and to operate, maintain, market, manage and transfer of AC Shops during the Agreement Period .

The draft Agreement sets forth the detailed terms and conditions for allotment of the AC Shops(**Annexure 8**).

ELIGIBILITY CONDITIONS

E-Tenders are invited from suitable Tenderers who may be an individual (not below the age of 18 years), registered sole proprietorship firm, a partnership firm or a company incorporated under the provisions of Indian Companies Act, 1956 & having registered office in India (except a Joint Venture (JV) or Consortium, which is not allowed) for allotment of AC Shops In Dilli Haat Janak Puri on “as is where is basis” for any permissible commercial activities as defined in tender document (**Annexure 1**) except banned list of usage mentioned in **Annexure-2**. However, the following may be noted:-

The debarred bidder(s) in earlier tenders of DTTDC and other entities/persons, black-listed by other Govt. department, Ministries, PSU, autonomous body of Govt. of India/Delhi are ineligible for this tender. In case, at any stage, it is found that they have participated in the tender, their tender shall be rejected out rightly and in case of award of license, the same shall be cancelled in addition to initiation of other legal action against the said bidder/licensee.

Any Tenderer/Bidder can participate for as much shops as he wants.

The Tenderer/Bidder shall enclose with its application an undertaking stating/providing the necessary supporting documents, including audited accounts and financial statements/ Income Tax Returns, as the case may be.

DTTDC shall receive Tender pursuant to this Tender document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by DTTDC. The tenderers shall submit offer in accordance with such terms on or before the date specified in this document. The tenderers/Bidders are advised to visit the premises of Dilli Haat Janak Puri and familiarize themselves with the proposed arrangements.

FINACIALS INVOLVED –

S.No.	Particulars	Rate (Rs.)
1	Upfront premium (non refundable)-	As per bidding amount
2	Advance lease rent for 3 months	90 per sq. ft. per month
3.	GST (as per applicable rates) on S. No.1 & 2	18% (Existing rate)
4.	Security deposit (refundable after expiry of the agreement) for 1 stall	3 lakhs per stall (EMD amount will be adjusted)

S.No.	Particulars	Rate (Rs.)
1	Monthly Lease rent	90 per sq. Ft
2	Others	Monthly O&M charges, GST, Electricity etc.
3	Rate Escalation	18% after three years.
4.	Property Tax – on pro rata basis	As per applicable rules

DOCUMENTS TO BE SUBMITTED BY THE BIDDER

On Line Bid Submission – Documents to be uploaded online.

The Bids (separate for each shop, in case two or more shops are proposed to be booked by the same bidder) will be submitted online as explained above with the following documents (scanned copy) which will also be uploaded.

1. Earnest Money Deposit (Demand Draft in favour of DTTDC payable at New Delhi)
2. Tender Form(**Annexure -4**)
3. Proof of ID (Adhaar Card).
4. Income Tax Returns for the last three financial years (2016-17, 2017-18 and **2018-19**).
5. PAN No.
6. Good & Services Tax Registration No., if any.
7. A set of complete tender document along with the agreement, addendums, corrigendum, annexure etc. if any..
8. Price Bid on the prescribed format (Separate)
9. Registration Certificate by the authorized signatory, in case of company.
10. Partnership deed by the all partners or authorized partner in case Partnership firm.
11. Certificate of authorized dealership of principal company, or its franchisees in case of the shop reserved for the specific trade purposes
12. Power of attorney in favour of authorized signatory, if any.
13. Any other document/information as mentioned in the Tender document.

Physical Bid Submission – Documents to be submitted in Physical Form.

A sealed packet containing the following documents (duly self attested) will be submitted physically in a separate box that will be kept in the head office of DTTDC at 18 A DDA SCO Complex, Defence Colony, New Delhi.

1. Original DD of the Earnest Money Deposit (In a separate envelope NO.1) (Demand Draft in favour of DTTDC payable at New Delhi)
2. Tender Form (**Annexure – 4**)
3. Proof of ID (Adhaar Card etc.).
4. Income Tax Returns for the last three financial years (2016-17, 2017-18 and **2018-19**).
5. PAN No.
6. Good & Services Tax Registration No., if any.
7. A set of complete tender document along with the agreement, addendums, corrigendum, annexure etc. if any.
8. Price Bid on the prescribed format (In a separate envelope No.3)
9. Registration Certificate by the authorized signatory, in case of company.
10. Partnership deed by the all partners or authorized partner in case Partnership firm.
11. Certificate of authorized dealership of principal company, or its franchisees in case of the shop reserved for the specific trade purposes
12. Power of attorney in favour of authorized signatory, if any.
13. Any other document/information as mentioned in the Tender document.
(Documents from 2 to13 in a separate envelope No.2)

All three sealed envelopes must be put together in another MAIN envelope. On the Main envelope “E-Tender for Allotment of AC Shops InDilli Haat JanakPuri” must be clearly written/Typed. The Main Envelope should be addressed to the General Manager, DTTDC, 18 A DDA SCO Complex, Defence Colony, New Delhi 110024. The Bidder’s name, address and Mobile No. Must be mentioned on the face of the Main Envelope.

The tender documents duly completed in all respect MUST be submitted online as well as in physical form up to the prescribed date & time.

PRE BID MEETING

For the convenience of the prospective bidders a Pre Bid Meeting will be held at **Dilli Haat Janak Puri, Opposite Virender Nagar, Lal Sai Marg, New Delhi on 20.12.2019 at 11.30 am.** The Bidders must give their queries in writing by **4.00 on 20.12.2019** The reply to the queries will be uploaded only on the website. No separate and individual communication will be made with any bidder in this regard. The reply to the query/ corrigendum / addendum etc. Duly signed will be submitted by the bidder along with other documents online as well as in physical form.

SUBMISSION OF TENDER BIDS BY TENDERERS

Any tenderer can participate for as much shops as he wants. For each shop, the tenderer is required to submit separate Bid Security Money/Earnest Money Deposit. For example in case of bid for one shop the bid security will be Rs.50,000/- AND in case of bid for two shops the bid security will be Rs.1,00,000/- and so on. In case of mis match of EMD and the number of shops, the bid will be rejected.

Notwithstanding anything to the contrary contained in this Tender, the detailed terms specified in the Draft License Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Tenderer vide this tender document shall continue to have effect in addition to its obligations under the License Agreement. The draft License Agreement is at **Annexure 8.**

All information, including financial offer of shop are to be filled up by tenderer in the tender document issued by DTTDC .The tenderer should furnish his personal details in **Annexure 4** (as applicable). The required documents should be enclosed separately. The financial offer should be furnished in **Annexure-10** of this tender, clearly indicating the quoted Upfront Premium in both figures and words, in Indian Rupees, and signed by the Tenderer or his authorized signatory. **In the event of any difference between figures and words, the amount indicated in words shall be taken into account. The financial bid quoted in other form shall not be considered and will liable to be rejected.**

The Tenderers are required to quote unconditional Non-refundable Upfront Premium which shall be deposited by the successful bidder through DD in favour of DTTDC along with the letter of acceptance .**A conditional Tender/Bid of Tenderer shall be out rightly rejected.**

BID SECURITY / EARNEST MONEY DOPOSITE (EMD)

Tenderers have to deposit, alongwith its tender, a refundable bid security/EMD of an amount of Rs.50,000/- against each shop in the prescribed form. The Bid Security/EMD shall be payable in the form of a Demand Draft/ Pay Order drawn on any Indian Scheduled bank in favour of **“DTTDC ” payable at New Delhi only.** The tender/bid offershall be valid for a period not less than 120 days from the date of submission of tender... The bid security/EMD of the selected Tenderer shall be adjusted against the Interest Free Security Deposit/License fee etc. as per tender Document. The bid security/EMD of unsuccessful tenderer shall be refunded after finalization of tender process, without considering any interest thereof. The Tender shall be summarily rejected if it is not accompanied by the appropriate amount or form of Bid Security/EMD. If the selected Tenderer/bidder withdraws his/her bid/tender at any stage, his/her Bid Security (EMD) shall be forfeited by DTTDC and he/she will also debarred from taking participation in Tenders/TENDER DOCUMENT of DTTDC for this financial year and next four financial years.

PERFORMANCE SECURITY / SECURITY DEPOSIT

The successful bidder shall be required to deposit a security/ performance security (Refundable) to the tune of Rs.3,00,000 (Rupees Three Lakhs) for each shop. The said security will remain with DTTDC during the terms of the agreement. This Security will be paid through Demand Draft/ Bankers Cheque in favour of DTTDC payable at New Delhi as and when required as per the terms of this tender document/ agreement.

LANGUAGE OF TENDER/BIDS

The Tender Bid and all communications in relation to or concerning the Tendering Documents and the Tender/Bid shall be in English language.

The documents including this Tender and all attached documents, provided by DTTDC shall remain or become the properties of DTTDC and are transmitted to the tenderers solely for the purpose of preparation and the submission of a tender in accordance herewith. Tenderer/Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Tender. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Tenderers, and DTTDC shall not return to the Tenderers/Bidders any Tender, document or any information provided along therewith.

COST OF BIDDING/ TENDERING

The tenderers/bidders shall be responsible for all of the costs associated with the preparation of their Tender and their participation in the Tendering Process. DTTDC shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Tendering Process.

SHOP VISIT AND VERIFICATION BY BIDDERS

Tenderers/Bidders are advised to submit their respective tenders after visiting DTTDC Shops and ascertaining themselves the shops conditions, traffic, location, surroundings, climate, availability of power, water and other utilities, access to shop, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them.

It shall be deemed that by submitting a Tender, the tenderer has:

- a) made a complete and careful examination of the tendering documents;
- b) received all relevant information from DTTDC ;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the tendering documents or furnished by or on behalf of DTTDC relating to any of the matters referred to in tender document;
- d) satisfied itself about all matters, things and information hereinabove necessary and required for submitting an informed Bid, execution of the license agreement in accordance with the tendering documents and performance of all of its obligations there under;
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the tendering documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss of profits, etc. from DTTDC , or a ground for termination of the License Agreement by the Licensee;
- f) Acknowledged that it does not have a Conflict of Interest; and
- g) Agreed to be bound by the undertakings provided by it under and in terms hereof.

DTTDC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to tender or the tendering Process, including any error or mistake therein or in any information or data given by DTTDC .

VERIFICATION AND DISQUALIFICATION OF BIDDERS

DTTDC reserves the right to verify all statements, information and documents submitted by the tenderer/bidder in response to the Tender or the tendering Documents and the tenderer shall, when so required by DTTDC , make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by DTTDC shall not relieve the tenderer of its obligations or liabilities hereunder nor shall it affect any rights of DTTDC there under.

AMENDMENT OF TENDER CONDITIONS

- a) At any time prior to the last date and time of submission of tender, DTTDC may, for any reason, modify the tender conditions by the issuance of Addenda/ Corrigenda on the website only.
- b) Any Addendum/ Corrigendum issued hereunder shall only be uploaded on the delhiprocurement.gov.in website. In no case the addendum/ Corrigendum will be sent to the participating bidders through other means. It is the duty of tenderer to obtain the copy of addendum/corrigendum from the website and submit the same duly initialled/ stamped on each page with the tender document while submitting his/her tender bid.
- c) In order to afford the tenderers a reasonable time for taking an Addendum into account, or for any other reason, DTTDC may, in its sole discretion, extend the Tender submission date.

PREPARATION AND SUBMISSION OF TENDER/BIDS

Format and Signing of Tender

The Tenderer/Bidder shall provide all the information sought under this tender in the prescribed Annexure. The financial offer is also to be furnished in the **Annexure -10** of this tender document only. **No separate sheet is to be used by the bidder.** In case, the bidder used a separate sheet for quoting of his price offer instead of **Annexure-10** of tender, the same shall not be considered as valid offer under any circumstances and liable to be rejected out rightly.

The Bid and its copy shall be written in indelible ink and signed by the bidder/authorized signatory of the tenderer/Bidder who shall also initial each page, in blue ink. In case of Disabled person the thumb impression is also needed. All the alterations, omissions, additions or any other amendments made to the tender bid shall be initialled by the person(s) signing the Bid.

The tenderers can be downloaded the tender Document from <https://govtprocurement.delhi.gov.in>. The tender document downloaded from this website within the stipulated time shall only be acceptable as valid document for bidding.

The financial offer and other information should be submitted through the tender document online as well as in sealed envelope as already explained above. The sealed envelope shall contain the information/documents as already explained above in this tender document.

In case, the residential/ business address of tenderer/bidder is differ in the documents and the bidder is required to mention reason for the same and submit supporting document for such difference. In case, he does not mention the reasons or failed to submit supporting document, his bid may also be rejected on this ground alone.

The sealed envelope should indicate “E-Tender for Allotment of AC Shops In Dilli Haat Janak Puri”

Note :Bidders/Tenderers are requested to ensure that the sealed envelope should clearly shows the shop Number for which he/she has to participate in the tendering process.

Tender documents or bid submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected. Only detailed complete Tender document in a physical format as well as online, issued by this office and properly sealed envelope, mentioning the shop number as mentioned above, received prior to Due Date & Time shall be taken as valid tender. Tender documents, not issued by this office or received after the due date shall be summarily rejected. Tender received without due bid security/EMD amount shall be summarily rejected.

Tender Submission Date:

The Tender should be submitted before due date and time at the address provided in the manner and form as detailed & document in this Tender document. Any Tender or Tender document received after due date and time, as prescribed in Tender document, shall be summarily rejected. DTTDC shall open the Tender online on the Due Date & time at the place specified in this document and in the presence of the Tenderers/Bidders who choose to attend. DTTDC will subsequently examine and evaluate the tender/Bids in accordance with the eligibility criteria set out in this tender document.

AVAILABLE AIR CONDITIONED SHOPS

The details of the Vacant AC Shops being offered for licensing along with their layout plan are given in **Annexure-9 & 9A**. Presently, a few shops are occupied and others are vacant.

BIDDING PARAMETER/BID VARIABLE AND RESERVE PRICE

The Highest Upfront premium for a particular shop will be the bidding parameter. The Minimum Upfront Premium (Exclusive of GST) of each shop has been kept as a reserve price. The bidder must quote his/her bid more than the reserve price. The Bidder with the highest quote/bid (H-1) will be selected as the successful bidder of that particular shop. The Upfront Premium which is also non-refundable is Rs.6290 per square feet.

EVALUATION CRITERIA FOR TENDERERS/ BIDDERS

The tenderer/bidder shall be evaluated first for fulfilling eligibility criteria on the basis of the documents submitted as explained above.

Tender shall be summarily rejected if it is not accompanied with bid security in the prescribed form. The bid security/EMD of the selected tenderer shall be adjusted against the Interest Free Security Deposit/ Performance Guarantee as per terms and conditions of the License Agreement. The bid security/EMD of unsuccessful tenderers shall be refunded after finalization of tendering process, without considering any interest thereof. If the selected tenderer withdraws his/her tender at any stage, his/her Bid Security/EMD amount shall be forfeited by DTTDC and he/she will be debarred from taking participation in Tender process for this financial year and next four financial years.

Details of tenderer/bidders should be filled in by him in all referred Annexure on the prescribed place as referred in this Tender document.

The **financial offer/bid** is to be submitted by the tenderer in **Annexure 10** of this Tender at the appropriate place prescribed for it. Non-signing of bid document at the proper place by the

tenderer (or his/her thumb impression) is a sufficient reason for rejection of tender bid by the DTTDC . No correspondence in this regard shall be entertained.

Tenderers are expected to carry out extensive survey of DTTDC premises and analysis at their own cost, before submitting their respective tenders for award of the License Agreement. DTTDC shall provide necessary permission and assistance to the prospective tenderers in this regard.

After opening tender, DTTDC shall examine and evaluate the Technical and Financial Bids by following the due internal process.

Financial offer of only those tenderers, who submits details and documents in terms of tender document, shall be considered as valid bid. The offer of tenderer/bidder, which does not fulfill the eligibility criteria or failed to submit requisite documents/EMD, shall be summarily rejected. To facilitate evaluation of tenders, DTTDC may, at its sole discretion, seek clarifications in writing from any tenderer regarding his/her tender bid.

Evaluation of Tender

The evaluation and assessment for the selection of the Tender/Bidder shall be based on the Bid Variable i.e. Upfront Premium quoted by the tenderer/Bidder. The Eligible tenderer/ Bidder, quoting the highest rate of Upfront premium, shall be the successful tenderer/Bidder whose offer shall be evaluated and assessed by DTTDC for acceptance.

In case, if the highest tenderer fails to comply with the provision or fails to take possession after the issue of LOA (letter of Award) in the prescribed time, then Bid Security Money/EMD of highest tenderer will be forfeited and he/she will be debarred from taking participation in Tender/TENDER DOCUMENT of DTTDC for this financial year and next four financial years.

The bid security/EMD of unsuccessful tenderers shall be refunded after assessment/ finalization of financial bid.

In case of tie in rates of two or more highest tenderers, the sealed financial bid only will be re-invited (in physical form) from those highest tenderers only and highest bid among them will be considered and assessed by DTTDC for acceptance.

If any tender(s)/bidder(s), (whose rates were found tie), fails to re-submit his bid in the prescribed time to DTTDC or quotes less rate from his/her earlier offer, then his/her bid will be treated as withdrawal of bid in the interval period and his/her bid security money/EMD will be forfeited.

Apart from that the tenderer/bidder will also debarred from taking participation in Tender/TENDER DOCUMENT of DTTDC for this financial year and next four financial years.

And if again, it will be found that the bid rates of two or more tenderers/bidders are same, the eligibility of allotment will be considered by draw of lot as decided by DTTDC However, DTTDC reserves right to rejected one or any or all bids without assigning any reasons and may re-invite the bid at its discretion.

No tender/bid below the reserve price will be accepted.

ISSUANCE OF LETTER OF AWARD AND ACCEPTANCE THEREOF

After evaluation of tender, Letter of AWARD (the “LOA”) shall be issued, in duplicate, by DTTDC to the Selected Tenderer.

The successful bidder within three days from the date of issue of Letter of Award shall submit its duplicate copy, duly signed and return the same to DTTDC in acknowledgement and unconditional acceptance thereof along with the following amount with DTTDC.

S.No.	Particulars	Rate (Rs.)
1	Upfront premium (non refundable)-	As per bidding amount
2	Advance sub-licence fee for 3 months	90 per sq. ft. per month
3.	GST (as per applicable rates) on S. No.1 & 2	18% (Existing rate)
3	Security deposit (refundable after expiry of the agreement) for 1 stall	3 lakhs per stall (EMD amount will be adjusted)

In the event the duplicate copy of the LOA duly signed by the Selected Bidder/Tenderer along with the prescribed amount is not received by the stipulated date, DTTDC may, unless it consents to extension of time for submission thereof, forfeit the Bid Security of such tenderer as Damages on account of failure of the Selected Tenderer/Bidder to unconditionally accept the terms of LOA.

An agreement (**Annexure 8**) will be signed between DTTDC and the successful bidder within seven days from the date of issuance of Letter of Award. The Handing over of the shop on “**AS IS WHERE IS BASIS**” will be done on the same day. The Selected Tenderer/Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.

Licensee would also be permitted a moratorium period of 30 days (One month) from the date of handing over of the stall. The licensee shall be allowed to carry out the fit-outs, finishing works after grant of approval by DTTDC in writing. The successful tenderer shall have to complete the development of the AC Shop in all respects within a period of 30 days (one month) from the date of handing over of the shop by DTTDC under the License Agreement.

The license fee & other charges of the shop shall be started from the next day of expiry of the moratorium period or from the date of the commercial operation of the shop, whichever is earlier.

For the convenience of the bidders a time schedule is also attached as per **Annexure 11**.

Notwithstanding anything contained in this Tender document, DTTDC reserves the right to accept or reject any tender or Bid offer and to annul the tendering Process and reject all tender/Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason therefore. In the event that DTTDC rejects or annuls all the tenders/Bids, it may, in its discretion, invite all eligible tenderer/bidders to submit fresh tender hereunder.

PERMISSIBLE USAGE OF THE SHOP

Air Conditioned Shops can be put for any activity except banned list of usage mentioned in **Annexure-2**. However, the usages/permitted trade of shops are defined in **Annexure- 1** and in shops no other activity (other than mentioned) shall be permitted unless prior approval of the DTTDC is obtained.

TENURE/DURATION OF THE AGREEMENT

The duration of the agreement will be five years from the date of signing of the agreement but not later than **December 2026**. (The agreement between DTTDC and DDA is up to December 2026). However, the duration **may** be further extended for a period of another five years subject to the extension of the lease agreement between DDA and DTTDC, which is presently up to December 2026.

LICENCE FEE AND OTHER APPLICABLE CHARGES

The following will be the monthly lease rent and other charges as may be defined by DTTDC from time to time. The Rate Escalation on the monthly lease rent will be @ 18 % after every three years.

S.No.	Particulars	Rate (Rs.)
1	Monthly Lease rent	90 per sq. Ft
2	Others	Monthly O&M charges, GST, Electricity etc.
3	Rate Escalation	18% after three years.
4.	Property Tax – on pro rata basis	As per applicable rules

All other statutory taxes including GST, statutory dues, local levies, as applicable shall be charged extra.. The Licensee shall indemnify DTTDC from any claims that may arise from the statutory authorities in connection with this License Agreement.

Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender shall be borne by Licensee.

Any other charges such as electricity and water charges etc. shall have to be charged on actual usage basis or as per the prevailing policy framed by DTTDC from time to time.

OTHER CONDITIONS

The successful tenderer (Licensee) shall not be entitled to sub-let/sub-license the shops without prior written approval of the DTTDC.

Licensee shall not be permitted to damage/modify any load bearing structure or any service/utility passing through any structure without prior approval of the Engineering Division of DTTDC.

The successful tenderer (Licensee) shall abide by the rules, regulations, orders and instructions that the DTTDC may from time to time make or adopt or issue for the care, protection and administration of Dilli Haat and the General Welfare and comfort of visitor, employees, agents and other connected persons/agencies.

The dealing of the licensee/his employee with the customers/visitors shall be polite and courteous and licensee shall not indulge in or suffer any anti social activities, which may cause harm to the interest of the DTTDC or its employees or the public in general.

The successful tenderer/Licensee agrees and undertakes to abide, observe and follow all the terms and conditions of the Agreement including, without limitation, Terms and Conditions mentioned in the draft license agreement available, Guidelines issued by the Licensor, and the

conditions stated in the Documents and Allotment Letter and any other rules & regulations issued by the Licensor and/or as may be applicable for the Licensee from time to time.

The successful tenderer (Licensee) shall have to submit, GST Registration or any other registration number as required under any applicable/statutory rules, regulation, law etc.

The successful bidder (Licensee) shall have to submit valid TIN/GST Number issued by **GST** Department within 15 days of issuance of letter of acceptance (LOA) failing which action will be taken as deemed fit by the competent authority.

Please note the following in respect of *shop* offered in this tender:-

The offered shop on license basis is available on “as is where basis is”. The shop can be utilized by the licensee for any activity (or only specified activity as mentioned in **Annexure-1**) except the activities specified in banned list as detailed in **Annexure-2**. Coal based, gas based or cooking through any other means & Washing of utensils or other articles inside the Shops are strictly prohibited.

Only the raw structure of the shop shall be provided by DTTDC. The successful bidder has to develop the area at his own cost as per the specifications approved by DTTDC . The area should be developed in such a way that it will neither hamper the public movement nor disturb the aesthetic look of Dilli Haat.

The licensee has to submit preliminary plans/specification to DTTDC within 7 days from the date of completion of all formalities and deposit of amounts by the successful bidder. DTTDC will have the right to approve the licensees’ preliminary plans and specifications with such changes, as it may find necessary in its opinion. The decision of MD, DTTDC in this regard will be final. It is mandatory for the licensees to accept the modification & suggestion of DTTDC in the preliminary plans. DTTDC shall communicate the approval/disapproval/ modification within a period of 07 days from the date of submission of such plans. As used herein, preliminary plans and specification shall mean schematic development documents, which shall consist of general design, precautions & standards for maintaining hygiene and cleanliness and disposal of solid waste, furniture and equipment layout, finish plan, provisions & measures for fire-safety, safety procedures/standards, etc.

The licensee shall have to display the logo of DTTDC as intimated and approved by DTTDC on the prominent place of license premises.

The licensee shall be allowed to carry out the fit-outs, finishing works after grant of approval by DTTDC in writing. The Licensee would be permitted a rent free period of 30 days from the date of handing over of the shop. The successful tenderer shall have to complete in all respects the development of the shop licensed, within a period of 30 days from the date of handing over of the shop by DTTDC under the License Agreement. The license period and charges (including license fee) shall be commenced after the rent-free period of 30 days. However, in case of earlier commencement of business, the license fee & other charges shall be commenced from the date of such commencement of business.

After termination of license (and even earlier termination of license by DTTDC or surrender by the licensee, for any reason, whatsoever), all fixtures, fitting, furniture etc. became the property of DTTDC and the licensee shall have no right to remove the same. However, the portable

furniture items can be allowed to remove by licensee on the written permission of DTTDC after termination of license.

RIGHT TO MATCH

The duration of the agreement is for five years and which **may be further** extendable for another five years as specified in this tender document/ agreement **at the sole discretion of DTTDC**. DTTDC will go for re-tendering after 10 years of the agreement period. The successful bidder, who will be operating the AC shops at the time of re-tendering after 10 years, will have the right to match the highest bid quoted at that time. As such, the operator of the AC shops will be given an opportunity to match the highest bid to continue to operate the AC Shop for a specified period as may be decided at that time. However, it will be purely an administrative decision and in case, DTTDC is of the view that such condition may not be appropriate under the circumstances prevailing at that time, it will be in its full rights to withdraw/ revoke such policy decision. Under such circumstances, no compensation/ refund / damages etc will be paid / reimbursed to any Vendor/ bidder/ operator of the AC Shops by DTTDC.

CONFIDENTIALITY

Information relating to the examination, clarification, evaluation, and recommendation for the tenderer/Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising DTTDC in relation to or matters arising out of, or concerning the tendering Process. DTTDC shall treat all information, submitted as part of tender, in confidence and shall require all those who have access to such material to treat the same in confidence. DTTDC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or DTTDC or as may be required by law or in connection with any legal process.

MISCELLANEOUS

The Tendering Process shall be governed by and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the tendering process. During the tendering process no dispute of any type would be entertained **and the decision of DTTDC shall be final and binding**. Even in such cases where DTTDC asks for additional information from any tenderer, the same cannot be adduced as a reason for citing any dispute. During License period, all disputes between the successful tenderer and DTTDC shall be settled as per the Dispute Resolution procedure elaborated in the Draft License Agreement after signing the License Agreement. The courts at Delhi shall have the sole & exclusive jurisdiction to try all the cases arising out of this License agreement.

DTTDC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a) suspend and/ or cancel the tendering Process and/ or amend and/ or supplement the tendering Process or modify the dates or other terms and conditions relating thereto;
- b) consult with any tenderer in order to receive clarification or further information;
- c) retain any information and/ or evidence submitted to DTTDC by, on behalf of, and/ or in relation to any tenderer; and/ or
- d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any tenderer.

It shall be deemed that, by submitting the tender, the tenderer agrees and releases DTTDC , its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the tendering process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

The tender and License Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this tender, in the event of any conflict between them, the priority shall be in the following order:

- a) License Agreement.
- b) Reply to Pre-bid queries
- c) Addendums/Corrigendum etc.
- d) Tender Document;

Note-1: The Bids of Air Conditioned Shops at Dilli Haat Janak Puri are invited through this Tender. DTTDC reserve rights to remove or add any particular shop /in the tendering process without assigning any reason.

Note-2:- The tenderer can participate for any numbers of shops as per his eligibility and interest. However, for participating for different shops, he has to submit his offer/ bid separately by using separate tender document for each shop.

Note-3: Areas indicated above are approximate. Actual area (carpet area) shall be measured at the time of handing over of the area. If there is any variation in area the License Fees shall be charged on pro-rata/ actual area basis.

Note-4: All Air Conditioned Shops offered on license basis are on “*as is where is basis*”. On this area the Licensee is expected to carry out all works, as needed for commercial use except banned list of usage mentioned in **Annexure-2**

Note-5: Parking- The parking facilities provided as part of the Dilli Haat Janak Puri may be used and all charges, fees and rules shall apply to the licensee as applicable to the public and the commuters.

AGREEMENT AND DETAILED TERMS AND CONDITIONS

A Copy of the draft agreement with detailed terms and conditions is as per **Annexure 8**.

LIST OF PERMISSIBLE ACTIVITIES

Permissible Activity in AC Stalls (Other than food items/packed food items) –

1. Handloom and handicraft items
2. Emporium
3. Showrooms
4. Gift Shops
5. Jewellery Showroom
6. Cosmetic shops
7. Furniture
8. Boutiques
9. Book Shop
10. Music Shop
11. Flower Shop
12. Any other related activity with the permission of DTTDC.

LIST OF USAGES BANNED/ NEGATIVE LIST (ILLUSTRATIVE ONLY)

1. Any product / Service the sale of which is unlawful /illegal or deemed unlawful under any Indian act or legislation.
2. Any product the storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals etc.
3. Sale of open liquor and alcohol based drinks or beverages.
4. Sale of tobacco and tobacco products.
5. The sale of Food items/packed food items, Dhaba items and Cooking based on Gas/coal or any other kind is strictly prohibited inside the shops.
6. Any other activity which may be barred by DTTDC at any point of time in future.

(REQUEST LETTER TO BE SUBMITTED BY THE BIDDER)
(To be filled in by the tenderer)

To
The General Manager,
DTTDC,
18 A DDA SCO Complex
Defence Colony,
New Delhi 110024

Sub: Tender for Licensing of Shops at Dilli Haat Janak Puri for commercial utilization

Sir,

With reference to above subject, I/we, having examined the tendering documents and understood their contents, hereby submit my/our tender for the aforesaid Licensing Rights for commercial activities in **Shops** on License Fees basis at Dilli Haat Janak Puri, Delhi. My/our tender is unconditional.

Further:

1. I/ We acknowledge that DTTDC shall be relying on the information provided in the tender and the documents accompanying the tender for selection of the Licensee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the tender are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Licensee for the aforesaid subject. I/ We shall make available to DTTDC any additional information it may find necessary or require to supplement or authenticate the tender.
3. I/ We acknowledge the right of DTTDC to reject my/our tender without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Tendering Documents, including Addendum / Corrigendum, if any, issued by DTTDC ; and
 - (b) I/ We do not have any conflict of interest in accordance with provisions of the Tender document; and
 - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the tender document, in respect of any tender, Bid or request for proposal issued by or any agreement entered into with DTTDC ; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Tender, no person acting for us or on our behalf has engaged or shall

engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

- (e) the undertakings given by us along with the this tender in response to the tender for the above subject were true and correct as on the date of making the this tender and are also true and correct as on the tender due date of submission and I/we shall continue to abide by them.
5. I/ We understand that you may cancel the tendering process at any time and that you are neither bound to accept any tender that you may receive nor to invite the tenderers to Bid for the above subject, without incurring any liability to the tenderers, in accordance with provisions of the tender document.
 6. I/We understand that you may cancel my/our tender in case I/We will find participating in more than one shop through a single tender document.
 7. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DTTDC in connection with the selection of the tenderer, or in connection with the tendering process itself, in respect of the above mentioned subject License Agreement and the terms and implementation thereof.
 8. In the event of my/ our being declared as the Selected tenderer/Bidder, I/we agree to enter into a License Agreement in accordance with the Draft License Agreement. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 9. I/ We have studied all the tendering documents carefully and also surveyed the DTTDC Shops We understand that except to the extent as expressly set-forth in the Draft License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by DTTDC or in respect of any matter arising out of or relating to the tendering process including the award of License.
 10. I/ We offer due Bid Security/EMD to DTTDC in accordance with the Tender Document.
 11. I/ We agree and understand that the offer is subject to the provisions of the tendering documents. In no case, I/we shall have any claim or right of whatsoever nature if the licensing rights as mentioned in above subject are not awarded to me/us or our tender is not opened or rejected.
 12. The financial offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the tender, draft License Agreement, addenda /corrigenda, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
 13. I/ We agree and undertake to abide by all the terms and conditions of the tender document.
 14. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License period in accordance withthe Agreement.
 15. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the tender submission due date specified in the tender.

- 16. I/ We hereby submit bid documents i.e. Tender documents duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.
- 17. I/We hereby enclosing all requisite documents as prescribed in this Tender documents.

In witness thereof, I/we submit this tender under and in accordance with the terms of the Tender document.

Yours faithfully

**(Signature, name and designation of the Authorized signatory)
Name and seal of Tenderer/Lead Member**

Encl: as above

Date:

Place:

Witness:-

(1) Name.....

Address..... 

.....

.....

(2) Name.....

Address.....

.....

.....

TENDER FORM

General Information of the Tenderer
(To be filled in by the Tenderer)

S. No.	Particulars	To be filled in by the Bidder	Whether documents/ certificates attached in support of the information
1.	Name of tenderer		
2.	Father's/husband name		
3.	Country of Incorporation (in case of company/firm)		
4.	Address of the corporate headquarters/ Residence/office/business		
5.	PAN of Tenderer/Bidder		
6.	Age of tenderer in case of individual tenderer		
7.	Details of the individual who shall serve as the point of contact / communication with DTTDC.		
a.	Name		
b.	Designation		
c.	Company		
d.	Address		
e.	Telephone Number Or mobile Number		
f.	Fax Number		
g.	E-Mail Address		
8.	Details of Bid Security/ Earnest Money Deposit		
a.	Amount		
b.	Demand Draft/ BanquerCheque No.		
c.	Date of issue		
d.	Name of the Bank & Branch		

Signature of the Bidder/Authorised Signatory

(Name of the Authorized Signatory)

For and on behalf of
(Name & Address of the tenderer)

**Power of Attorney of Tenderer
(WHEREVER APPLICABLE)
(To be filled up in by the Tenderer)**

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint & authorize Mr. /Ms. _____ (name and residential address) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our tender, including signing and submission of all documents and providing information / responses to DTTDC , representing us in all matters before DTTDC , and generally dealing with DTTDC in all matters in connection with our tender.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

**Signature of the Tenderer
Name & Address**

Accepted

_____ (signature)

(Name, Title and Address) of the Attorney

Note:

- 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the fulfillment(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- 2. It should be on non-judicial stamp paper of Rs.100/- at least duly notarized with supported by copy of Board of Resolution passed for this purpose only in case of company.*

Affidavit

(To be given separately by each member of the firm in case tenderer/bidder is a partnership firm on Stamp Paper of Rs.10/-)

I _____ S/O _____ R/o _____, the _____ (designation) of the _____ (insert name of the bidder/company) do solemnly affirm and state as follow:-

I say that I am the authorized signatory of (insert name of company) (hereinafter referred to as “Tenderer” and I am duly authorized by the Board of Directors of the tenderer/Bidder to swear and depose this Affidavit on behalf of the tenderer.

I say that I have submitted information with respect to our eligibility for Delhi Tourism & Transportation Development Corporation ’s (hereinafter referred to as “DTTDC ”)

Tender for licensing of Air Conditioned Shops at Dilli Haat Janak Puri, Opposite Virender Nagar, Lal Sai Marg, New Delhi (hereinafter referred to as “Shops”) and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.

I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by DTTDC to verify our credentials/information provided by us under this tender and as may be deemed necessary by DTTDC .

I say that if any point of time including the License period, in case DTTDC requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of DTTDC .

I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our tender shall entitle us to be disqualified from the Tendering/bidding process for the said project. The costs and risks for such disqualification shall be entirely borne by us.

I state that all the terms and conditions of the tender Document have been duly complied with.

DEPONENT

VERIFICATION:-

I, the above named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at on thisday of2019

DEPONENT

(To be submit separately on Rs. 100/- stamp paper duly notarized)

Undertaking for Responsibility

I/We _____ as sole proprietor/ a partner of the firm etc.
_____(Complete name with address) jointly & severly undertake the
responsibility in regard to the license agreement with DTTDC in respect of Licensing of Air
Conditioned Shops:-

That, I/we Solely undertake that _____ (Name of the Proprietor/ Company/firm)
shall conduct all transactions/ correspondences and any other activity in connection with License
agreement pertaining to shops at Dilli Haat Janak Puri, Delhi.

That, all members (tenderer) is/are jointly or severly responsible for all commitments /
liabilities/ dues etc to DTTDC .

(Sole Proprietor/ Authorized CEO /all members to sign on undertaking with witness signatures)

1.
2.
3.
4.

Witness

- 1.
- 2.

Draft Agreement

SUB LICENSE AGREEMENT

This agreement is made on this -----day of -----2019 between Delhi Tourism and Transportation Development Corporation Ltd., a Govt. Company registered under Companies Act, 1956 and having its registered office at 18A, DDA SCO Complex, Defence Colony, New Delhi 110024 (hereinafter referred to as “First Party” which expression shall include its successors and assigns) acting through its Manager, Dilli Haat, Janakpuri Shri who is duly authorized to enter into this agreement of the one part.

AND

The (name of the Successful bidder) having its registered office / R/o acting through its (Name & Designation of the Authorized Officer), who is duly authorized to execute this agreement (hereinafter called the “Second Party” which expression shall include its successors and assigns) of the other party

WHEREAS:

- (A) First Party has been granted a license in respect of plot of land measuring about 8 acres of land at Lal Sai Mandir Marg, Opposite Virendra Nagar, Janak Puri New Delhi 110058 (“Premises”) by the Delhi Development Authority having its office at Palika Sadan, INA, New Delhi vide license agreement dated 2.5.2008 for setting up a Dilli Haat type project.
- (B) First Party under the said license agreement dated 2.5.2008 is authorized to grant sub-license in respect of the whole or a part of Premises on such terms and conditions as it may deem fit.
- (C) First Party has constructed Air Conditioned Shops on the Premises and intends to sub-license the same to parties who are interested in running the same as permissible in this agreement under the direction and control of First Party.
- (D) Second Party has approached the First Party for the grant of the sub-license in respect of such AC Shops for setting up a stall which the First Party has agreed to grant on the terms and conditions contained in this Agreement.
- (E) First Party has accepted the request of the Second Party for setting up AC Shops at AC Shop Nos. _____ measuring about _____ sq. ft. at Dilli Haat, Janak Puri (“Shop”).

(F) That the First Party agrees to give _____ AC shops at Dilli Haat, Janak Puri measuring about _____ sq. ft. on an upfront premium of Rs. _____ (at the rate quoted by the successful bidder) + GST as applicable to the Second Party on sub license basis and the Second Party accepts the same, which is non refundable.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AND THIS AGREEMENT WITNESSES AS UNDER: -

1. SUB-LICENSE

- 1.1** That the First Party grants sub-license of the shop to the Second Party for the purpose of selling items as per permissible activities mentioned in **Annexure 1 and 2 of the tender document.**
- 1.2** That the Shop shall be operated as per the timings of the Dilli Haat and the First Party would be at liberty to suspend the operation of business premises at any time due to unforeseen circumstances or VIP movement **or other such unforeseen contingencies and the second party will not be entitled to claim any compensation on this account by the First Party.**
- 1.3** The Second Party shall be given 30 days moratorium period to make the Shop operational from date of execution of agreement. In case of non-compliance a penalty of Rs.1000/- only (Rupees One Thousand only) per day for the number of days of default shall be imposed. However, it can be relaxed by the competent authority i.e. MD & CEO, DTTDC, if the reasons for non-compliance are justified.

2. CONSIDERATION/ FEES

- 2.1** The Second Party shall pay a sum of Rs. _____ (at the rate quoted by the successful bidder) and an amount of Rs. _____ towards GST @ 18%, Total amounting to Rs. _____ (Rupees _____ only) as **upfront premium** (non refundable) to the Second Party along with the letter of acceptance.
- 2.2** That the Second Party would be required to deposit three months fixed Sub License Fee in advance, which shall be adjusted towards Sub License Fee of the last 3 months before expiry of the sub license period. The Second Party shall be required to pay the Sub License Fee along with the Letter of Acceptance.
- 2.3** That the Second Party shall pay to the First Party fixed sub license fee of Rs. _____ per month (Rupees _____ only) in advance (exclusive of taxes), per month (at the rate of Rs.90/- per Sq. ft. per month) from by way of a Cheque/pay order/bank draft in favour of First Party payable at New Delhi on or before the 10th day of each English Calendar Month. GST will be charged as

applicable from time to time. The payment of monthly sub licence fee will be effective from the date as will be arrived at as per the time schedule **Annexure 11 of the tender document.**

- 2.4 The Sub License Fee will be increased by 18% after every three years.
- 2.5 The Second Party will also be required to pay the Operation & Maintenance Charges to the First Party, as may be informed by the First Party in writing.
- 2.6 In case of default First Party shall forfeit the security deposit (as defined in clause 3) to recover the outstanding dues along with interest @ 18% for delayed period besides initiating action as envisaged under the agreement.
- 2.7 All payments under or in terms of the sub-license shall be made in Indian Currency by crossed "Account Payee" demand draft/pay order in favor of Delhi Tourism & Transportation Development Corporation Ltd. in advance.

3. SECURITY DEPOSIT

- 3.1 The Second Party along with letter of acceptance shall deposit security, with the First Party, a sum of Rs. _____ (@ Rs.3,00,000/- per shop), which shall not carry any interest. The amount will be refunded without interest on the expiration or earlier termination of the sub license after adjustments of pending electricity bills or other dues, if any, payable by the Second Party.
- 3.2 In case the Second Party defaults in making the payments of the Sub License Fee or any other dues in accordance with the terms and conditions of the license, the First Party shall be free to adjust the same from the security deposit besides terminating the Agreement.
- 3.3 **PENALTY FOR MISUSE** Any misuse of the Premises, equipment or facilities extended to the Second Party by the First Party or any encroachment made on the Premises beyond the Shop allotted to the Second Party will attract penalties at the rate of the amount equivalent to the double of the rentals per sq. fee, i.e Penalty @ Rs.180/- per Sq. ft./ per month for the area encroached by the Second Party. This will be charged on Pro rata basis for the period for which the encroachment is done. The expenditure towards removal of encroachment will also be recovered from the second party. All these Penalties/ expenditure will be paid directly by the Second Party to the First Party on demand, who will need to pay the same within 30 days of demand/ notice and in case of any failure; the same amount of such fines, penalties shall be recovered/ deducted from the Second Party security deposit. However, if the encroachment is found for more than three occasions, the Sub Licence Agreement will stand terminated and all the money deposited by the Second Party in any form including the Upfront Premium (refer para 2.1) with the First Party shall stand forfeited.

4. REPRESENTATION WARRANTIES AND OBLIGATION OF PARTIES

- 4.1** That the Second Party shall not create a sub contract or assignment of any description with regard to this license or any part thereof nor shall the second party assign or transfer this license or any part thereof, without express written consent obtained from the first party.
- 4.2** The Second Party warrants that all the statutory licenses of local body, health authorities, Police, **GST** registration etc. will be sole responsibility of the Second Party. First Party would however issue “NOC” for getting such license, wherever required.
- 4.3** The Second Party will abide by all the procedures or rules intimated by the First Party from time to time in writing.
- 4.4** The Second Party would operate the Shop in full compliance with all applicable laws and rules. The Second Party shall observe, abide and comply with all the laws, bye – laws rules and regulations of the The Delhi Shops and Establishments Act, 1954 (or any amendment thereof) or provisions of law including the rules and regulations of any local authority in force from time to time which may be made applicable to the business which the Second Party is allowed to carry out under the sub – license. Dilli Haat Janak Puri is a “No Smoking Zone” and “No Tobacco Zone”. The Second Party will also not use the plastic bags/polythene bags in their respective premises.
- 4.5** That the persons employed by the Second Party shall at all times and for all purpose shall be the employees of the Second Party who shall alone be liable and responsible for payment of all kinds of wages, salaries, remuneration and other benefits etc. to them without claim or reimbursement from the First Party.
- 4.6** The Second Party shall provide the details of the proposed employee/ workers of the Second Party to the First Party for its approval. In case such approval is not given by the First Party then the person can not be appointed as an employee/ worker by the Second Party.
- 4.7** That it shall be the responsibility of the Second Party to ensure that the character antecedent of such employees/ personnel deployed by it for work have been duly verified by the police authorities and shall produce such police verification on demand.
- 4.8** That the Second Party shall provide uniforms and ID cards to all its workers/ employees engaged by it on its own cost. The colour scheme of uniform will be separate from different categories of staff and shall be approved by the First Party.

- 4.9** The First Party has represented and the Second Party accepts that the successful completion of the present Agreement shall be contingent upon the completion of the original lease agreement between the First Party and DDA. The Parties to this Agreement hereby confirm that they shall be bound by the conditions of the said lease between the First Party and DDA.
- 4.10** The Second Party hereby indemnifies the First Party against any action, suits, compensations, damages which the Second Party may have against the First Party in case DDA terminates the original lease agreement.
- 4.11** That all safety provisions intimated by the First Party should be brought to the notice of all staff / workers of the Second Party. Any negligence on account of the staff/ workers of the Second Party shall be the sole responsibility of the Second Party.
- 4.12** Second Party shall remain at all times exclusively responsible to provide all materials, manpower and equipment that are needed to ensure that the reason for which the Shop is allotted to the Second Party is carried out to the satisfaction of the First Party.
- 4.13** The Second Party shall be responsible for proper utilization of the facilities like equipment, water, electricity or anything else provided by the First Party, without any manner of abuse or excess use.
- 4.14** That the First Party shall continue to have all rights and control over the Shop subject to the rights to the Second Party hereunder including the right to inspect the Shop by itself or its Authorized Representatives, officers and Employees.
- 4.15** That the Second Party shall be required to do the necessary interiors and flooring at its own cost and expenditure without having any claim against the First Party. But the Second Party shall not carry out any material addition or alteration in the Shop, so as to bring any structural change therein with or without any damage thereto. However, the Second Party shall be entitled to carry out necessary repairs and / or renovations to the existing structure in the Shop with specific prior written approval of the First Party, at its own costs and expenditures without having any claim against the First Party.
- 4.16** That the Second Party shall not store any goods not permitted by law including those which are hazardous, explosive, flammable or combustible in nature which may cause risk by fire, explosion or goods / material which on account of their weight or nature may cause damage to the Shop or the Premises. The Second Party shall be liable or responsible for destruction or damage to Shop or the Premises.
- 4.17** That the Second Party shall not under let, sub let, encumber, mortgage, assign or transfer their right and interest or part with possession of the land and Shop thereon or any part thereof of the Shop/ Premises for sharing therein to any person directly or

indirectly. Nothing containing in these documents shall be construed as demise of land/Shop or its interest thereon to the Second Party.

- 4.18** The Second Party will be responsible to get prior written approval of the color scheme/design and wording used by the Second Party in the Shop or the Premises from the First Party. Publicity campaigns including additional directional Boards/sign/creation of web site etc. may be arranged on his own cost by the Second Party but after prior written consent of the First Party. Such publicity material must contain the logo of First Party.
- 4.19** The Second Party shall be responsible for all the claims of his employees and the employees of the Second Party shall not make any claim whatsoever against the First Party.
- 4.20** The First Party shall have the absolute right to check/ interview the employees/workers deployed in the Shop and in case the First Party feels that the employees/workers are not fit to work in the Shop/ Premises, then the Second Party will need to remove the said workers/ employees immediately.
- 4.21** If at any time during performance of the sub – license, the Second Party’s employees are found to be guilty of misbehavior/misconduct with its guests or First Party’s authorized representative, or to be incompetent or negligent in performing his/their duties or if in the opinion of the First Party, it is undesirable for such persons to be employed by the Second Party in the shop, the Second Party, if so directed by the First Party or his authorized representative, shall forthwith remove such persons(s) from the work.
- 4.22** **Force Majeure:** No failure or omission by the Parties in the performance of any obligation of this Agreement will be deemed a breach of this Agreement or create any liability if the same will arise from any cause or causes beyond the control of the Parties, including, but not limited to, the following: acts of God; acts or omissions of any government; any rules, regulations or orders issued by any governmental authority or by any officer, department, agency or instrumentality thereof; fire; flood; storm; earthquake; accident; war; rebellion; insurrection; riot; and invasion. The affected Party shall notify the other Party of such force majeure circumstances as soon as reasonably practical and shall promptly undertake all reasonable efforts necessary to cure such force majeure circumstances.
- 4.23** That the Second Party will not tamper with the electricity installation, or other fixtures in the Shop provided by the First Party.
- 4.24** It shall be responsibility of Second Party to get the Shop insured against theft, fire, flood, terrorist act and natural calamities. A copy of the insurance cover shall be made available to First Party by the Second Party.

- 4.25** The First Party will provide adequate security for the Premises, but will in no manner be responsible for any theft/ loss or any other incident which takes place in the Shop.
- 4.26** The Second Party agrees that due to security reasons or Government's direction it may be possible that the Shop may remain closed for a temporary period. Second Party will not claim any compensation from the First Party on account of temporary closer due to security requirements.
- 4.27** The Second Party shall ensure proper cleanliness of the Shop including regular sweeping/mopping of the floors with disinfectants, dusting of the furniture, walls etc., regular and quick disposal of garbage and papers etc. The Second Party would ensure that there are no rodents/pest in the premises and ensure proper eradication of pests and mosquito breeding's by best of pest control methods.
- 4.28** The Second Party shall not take out any material/equipment out of the Premises without prior written approval from the First Party or its authorized representative. Even in case of taking out any equipment for repairs, whether belonging to the Second Party, prior written approval from the First Party or its authorized representative would be necessary.
- 4.29** The Second Party shall be responsible for safety and security of all equipments, fittings, gadgets, personal belongings of participants/guest. Any loss/damage due to negligence on part of the Second Party shall be reimbursed to the First Party from the account of the Second Party to fix such damage caused.
- 4.30** The Second Party shall be liable to make good the loss or damage caused to Shop/ Premises, equipment, Furniture, fittings, fixtures etc.

5. TERM

The terms of this agreement is for Five Years from the date of signing of agreement and will come to an end by efflux of time on _____. However, the duration may be further extended for a period of another five years subject to the extension of the lease agreement between DDA and DTTDC, which is presently up to December 2026. The decision of extending the term of the agreement will be the sole of discretion of the First Party by executing a fresh agreement.

6. TERMINATION

- 6.1** The Agreement may be terminated, by **either of the parties**, at any time prior to the Term by either party by giving 3 (Three) months written notice without assigning any reason.

6.2 Notwithstanding the Term, the First Party shall be entitled, in its discretion, to terminate this Agreement after giving a notice of 30 days to the Second Party upon the occurrence of any of the events mentioned below:

- (a) In case of two consecutive defaults by the Second Party to pay the Sub License Fee.
- (b) If any time during the period of this Agreement, it is observed by the First Party that the services are not being run properly by the Second Party;
- (c) In the event of any default, failure, negligence or breach, in the opinion of the First Party on the part of the Second Party in complying with the terms and conditions of this Agreement;
- (d) subsistence of Force majeure event for a period more than 2 months (Refer Para 4.22);

and in such circumstances, the decision of First Party will be final and conclusive.

7. CONSEQUENCE OF TERMINATION

7.1 Upon termination or expiration of this Agreement, the following will take place:

- (a) The First Party will have the right to initiate action for eviction of the premises under the Public Premises Act, 1971 or such acts as may be in force from time to time.
- (b) The First Party will resume the possession of the Shop without payment of any compensation or damages and forfeit in full or in part the security amount deposited by Second Party for due performance of the contract. *The Upfront Premium deposited by the Second Party with the First Party, in any case, shall not be refunded at the time of termination or the expiry of the agreement.*
- (c) The Second Party shall immediately handover the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipment's and installations, if any provided by the First Party. **After termination, all fixtures, fitting, furniture etc. became the property of DTTDC and the licensee shall have no right to remove the same. However, the portable furniture items can be allowed to remove by licensee on the written permission of DTTDC after termination of license.**
- (d) If the Second Party fails to handover the peaceful and vacant possession of the demised premises on expiry or termination / revocation of the sub – license, the Second Party will be deemed to be trespasser and the First Party has a right to charge damages for illegal use and occupation of the premises @ Rs. 3,000/- per day till such time the premises is vacated by the Second Party.

8. TAXES & ELECTRICITY CHARGES

- 8.1** The Second Party shall also pay all statutory taxes, municipal taxes, levies, fees, duties, charges etc. including GST, Municipal and all other local taxes in respect of the shop and shall ensure their timely payment **after** intimation to the First Party.
- 8.2** That the Second Party shall pay proportionate portion of property tax payable by the First Party to the concerned authorities if levied. The property tax will be in proportion to the area being used by the Second Party including the common area, if any.
- 8.3** That the Second Party shall pay the electricity charges as per actual consumption as per the rates prescribed from time to time. The amount shall be paid by the Second Party within three days of the receipt of demand from First Party. For this purpose a sub-meter would be installed in the AC shop.
- 8.4** That for any delay in the payment of these dues/fees/penalty/fine arising out of the agreement, shall be borne and duly paid by the second party without any protest, demure or contest whatsoever. In the event of non deposition of electricity bill by 10th of following month the First Party is empowered to discontinue the electricity connection due to non payment of bill and the connection will be restored only after the payment of bill/penalty amount or any other dues **plus Rs. 100 per day** as restoration charges.

9. INDEMNITY

- 9.1** The Second Party hereby indemnifies the First Party against all such claims, costs, expenses (including reasonable legal costs and expenses), proceedings, demands, losses, and/or liabilities whatsoever arising directly or indirectly as a result of any material breach of warranties or gross negligence on the part of the Second Party.
- 10.** Further the Second Party shall with 30 days of entering into this Agreement provide the First Party an indemnity bond on a non – judicial stamp paper worth Rs. 100.00 indemnifying and holding the First Party and its affiliates harmless, in respect of the sub-license agreement, including all of its claims, damages, proceedings, costs, charges and/or any expenses whatsoever which may be imposed, enforced or brought against the First Party or any of its members, officers, employees for any reason whatsoever.

11. Dispute Resolution

- 11.1** If any dispute arises amongst the Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement the Parties hereto shall endeavour to settle such dispute amicably.

11.2 Arbitration: Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope operation or effect of this contract or the validity or the breach thereof, **other than those for which the decision of First Party has been expressly held to be final and conclusive,** shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

11.3 Governing Law & Jurisdiction

The courts of Delhi at New Delhi shall have sole and exclusive jurisdiction to entertain and adjudicate any application in respect of any proceeding under this Agreement or to entertain any suit in connection with this Agreement and no other court of any other place shall have jurisdiction to entertain any such application or any suit.

11.4 That the allotment is made on sub – license basis and the Shop including the building constructed thereon will be public premises within the meaning of public premises (Eviction of Unauthorized Occupants) Act, 1971 or such acts as may be in force from time to time on this behalf.

11.5 That the licensed premises as defined in the Public Premises (Eviction of Unauthorized Occupants) Act 1971 and the rules framed thereunder which are now in force or which may come into force shall be applicable for all matters provided in the said Act.

11.6 That an unauthorized occupant will be liable to eviction by the Estate Officer, DTTDC under the Public Premises (Eviction of Unauthorized Occupants) Act 1971 and **First Party will be entitled to claim damages and other reliefs under the said Act.**

12. MISCELLANEOUS PROVISIONS

12.1 Binding Provision

Parties shall be bound by and comply with the terms and conditions of this Agreement. The Parties undertake to exercise their powers in relation to this Agreement and in a manner consistent with this Agreement.

12.2 Assignment

Except as provided in this Agreement, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns permitted hereby. The Second Party can in no manner transfer/ assign/ alienate any of its rights under this Agreement without prior written consent of the First Party.

12.3 Entire Agreement

This Agreement sets forth the entire agreement and understanding among the parties with respect to the subject matter hereof and thereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject

matter hereof. However, the following documents will be part of this License Agreement.

- a) License Agreement.
- b) Reply to Pre-bid queries
- c) Addendums/Corrigendum etc.
- d) Tender Document along with its annexure
- e) Letter of Award and Letter of Acceptance;

12.4 No Waiver :

No failure on the part of the First Party to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege under the present Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under the present Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

12.5 Notices

All notices or other communications to be given under this Agreement to any Party shall be made in writing and sent by letter or facsimile transmission or e-mail (unless as otherwise stated herein) and shall be deemed to be duly given or made when delivered (in the case of personal delivery), when dispatched (in the case of facsimile transmission, provided that the sender has received a receipt indicating proper transmission) or five (5) calendar days after being dispatched by courier or ten (10) calendar days after being deposited in the post, postage prepaid, by the quickest mail available and by registered mail if available (in the case of a letter) to such Party at its address or facsimile number as such Party may hereafter specify for such purpose to the others by notice in writing.

In the case of notice given to:

(a) **DTTDC**

Attention: MD & CEO

Tel: [●] 011-24611712

E-mail Id – md@delhitourism.gov.in

Facsimile number: [●] 011-24610500

(b) [●]

Attention: [●] –Manager (Dilli Haat Janak Puri)

Tel: [●] 011-25612181

Fax number: [●]

E-mail Id – dhjpdelhitourism@gmail.com

12.6 Privity of Contract

The present Parties to the contract shall only enforce the terms of this Agreement.

12.7 Severability:

Each paragraph of this agreement shall be and remain separate from and independent of and severable from all and any other paragraphs herein except where otherwise indicated by the context of the agreement. The decision or declaration that one or more of the paragraphs are null and void shall have no effect on the remaining paragraphs of this agreement.

12.8 Remedies

No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at Law and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at Law. The election of any one or more of such remedies by a Party shall not constitute a waiver by such Party of the right to pursue any other available remedies.

12.9 Captions

The captions of any articles, paragraphs or sections hereof are made for convenience only and shall not control or affect the meaning or construction of any other provision hereof and pursuant to the rules of construction, each section shall be known by its plain meaning.

12.10 General

This Agreement shall govern all conceivable aspects of the transaction contemplated herein. The Parties agree to execute any addendum to this Agreement or in any other manner, manifest their intention for the purposes of enabling the Parties to overcome the difficulties of compliance on any aspect touching upon or incidental to or arising out of the consequence of effecting this Agreement and without limitation include compliance under any Law as applicable. Any disputes arising between the Parties with respect to the aforesaid agreed arrangements shall be resolved in accordance with this Agreement (para 11) and applicable Law hereof.

12.11 The First Party reserves the right to vary the terms of sub-license contained in this Agreement. The First Party will notify the Second Party in writing within one month of such variation.

In witness whereof the parties have put their signatures on this Sub License Agreement on the day, month and year first above written.

On behalf of Delhi Tourism
Dev. Corporation Ltd.

On behalf of second party

First Party

Second Party

Witness

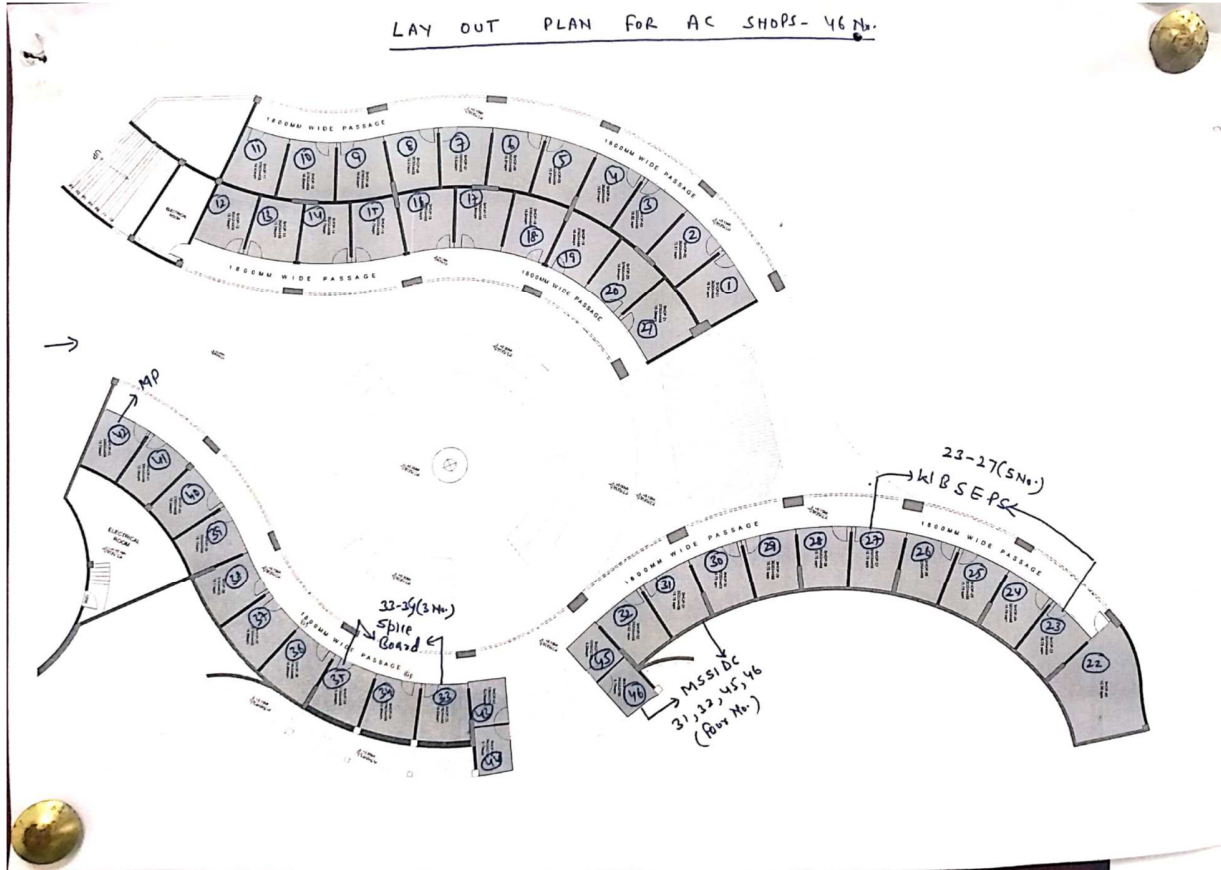
Witness

Annexure 9**DETAILS OF THE AVAILABLE 17 VACANT AC SHOPS IN DILLI HAAT JANAK
PURI**

S. No	Shops no.	Area of the shop in Sq. Ft.	Reserve Upfront Premium (Exclusive of GST) (Non refundable) @ 6290/- per sq. Ft. (Amount in Rs)	Remarks
A	B	C	D	E
1	Shop no. 1	197.34 Sqf	1241259	VACANT
2	Shop no. 2	170.12 Sqf	1070027	VACANT
3	Shop no. 3	170.22 Sqf	1070704	VACANT
4	Shop no. 4	170.12 Sqf	1070027	VACANT
5	Shop no. 5	170.12 Sqf	1070027	VACANT
6	Shop no. 6	170.12 Sqf	1070027	VACANT
7	Shop no. 7	170.33 Sqf	1071381	VACANT
8	Shop no. 8	170.12 Sqf	1070027	VACANT
9	Shop no. 9	182.06 Sqf	1145152	VACANT
10	Shop no. 10	181.31 Sqf	1140415	VACANT
11	Shop no. 11	214.12 Sqf	1346840	VACANT
12	Shop no. 22	462.25 Sqf	2907550	VACANT
13	Shop no. 28	169.47 Sqf	1065966	VACANT
14	Shop no. 29	169.47 Sqf	1065966	VACANT
15	Shop no. 30	169.47 Sqf	1065966	VACANT
16	Shop no. 43	99.53 Sqf	626044	VACANT
17	Shop no. 44	104.37 Sqf	656500	VACANT

Layout Plan – Attached – Annexure 9 A

LAY OUT PLAN OF THE AIR CONDITIONED SHOPS IN DILLI HAAT JANAK PURI



Financial Offer/Bid Form (Two pages)

(To be filled in by the Tenderer)

**(Please refer annexure - 9 & 9 A Details of the shops
before filling up the Financial Offer/Bid Form****Please mention your financial offer in this Annexure (Exclusive of GST)****Name of the Tender:**

I/ We hereby submit our unconditional Financial offer for the captioned shops per terms and conditions specified in the tender Document:-

- All Colum needs to be filled in.
- No Colum will be left Blank by the Bidder.
- Upfront Premium Fee in Indian Rupees for the following Shop
- Both pages need to be signed by the bidder.

Exclusive of GST

S. No	Shops no.	Area of the shop in Sq. Ft.		Reserve Upfront Premium (Exclusive of GST) (Non refundable) @ 6290/- per sq. Ft. (Amount in Rs)	Upfront Premium quoted by bidder (It should be more than the DTTDC's reserved Upfront Premium) in figures	Upfront Premium quoted by bidder (It should be more than the DTTDC's reserved Upfront Premium) in words
A	B	C		D	E	
1	Shop no. 1	197.34	Sqf	1241259		
2	Shop no. 2	170.12	Sqf	1070027		
3	Shop no. 3	170.22	Sqf	1070704		
4	Shop no. 4	170.12	Sqf	1070027		
5	Shop no. 5	170.12	Sqf	1070027		
6	Shop no. 6	170.12	Sqf	1070027		
7	Shop no. 7	170.33	Sqf	1071381		
8	Shop no. 8	170.12	Sqf	1070027		
9	Shop no. 9	182.06	Sqf	1145152		
10	Shop no. 10	181.31	Sqf	1140415		
11	Shop no. 11	214.12	Sqf	1346840		
12	Shop no. 22	462.25	Sqf	2907550		
13	Shop no. 28	169.47	Sqf	1065966		
14	Shop no. 29	169.47	Sqf	1065966		
15	Shop no. 30	169.47	Sqf	1065966		
16	Shop no. 43	99.53	Sqf	626044		
17	Shop no. 44	104.37	Sqf	656500		

Any tenderer can participate for as much shops as he wants. For each shop, the tenderer is required to submit separate Bid Security Money/Earnest Money Deposit. For example in case of bid for one shop the bid security will be Rs.50,000/- AND in case of bid for two shops the bid security will be Rs.1,00,000/- and so on. In case of mis match of EMD and the number of shops, the bid will be rejected

If the License is awarded to me/ us, I/we agree to make the following payments in addition above to DTTDC as per terms and conditions set forth in the Tender Document

1. Quoted Upfront Premium (GST will be extra)
2. Performance Security/ Security Deposit (Refundable interest free) of Rs.3,00,000/- for each shop, subject to adjustment of EMD of the successful bidder
3. License Fee @ Rs.90/- per sq.ft per month with an escalation of 18% after every three years on compounding basis as per the terms of the tender document/agreement.
4. The other utility charges like electricity, water, etc. calculated on monthly basis.
5. Maintenance charges as intimated by DTTDC time to time.
6. All statutory taxes, property tax, local levies, statutory dues/ including GST on licence fee, etc as applicable from time to time.
7. Other charges, if any, as per the terms and conditions of the tender document/agreement.

I/ We hereby undertake that:-

- a) If there is any discrepancy between words and figures in my/ our quoted rate in item No.-1, the rate quoted in words shall prevail.
- b) My/our offer/bid shall be cancelled by DTTDC in case I/We have mentioned shop number which does not match with the shop number mentioned on the any of envelope of tender document.
- c) This offer is being made by me/ us after taking into consideration all the terms and conditions stated in the Tender document, and after careful assessment of the shops offered, all risks and contingencies and all other conditions that may affect the financial offer/Bid.
- d) My/ our offer shall remain valid for 120 days from the due date of submission of this offer/Bid.

**Authorized signatory/tenderer/bidder
Name and seal of tenderer/Bidder**

Date:
Place:

TIME SCHEDULE TO BE FOLLOWED BY THE SUCCESSFUL BIDDER

S. No.	Particulars	Time Schedule (Date)
1.	Letter of Award by DTTDC (In duplicate)	A
2.	Acceptance thereof by the Successful bidder by returning the second copy duly signed as a token of acceptance	A+3 days
3.	Deposition of the <ul style="list-style-type: none"> • Upfront Premium as quoted by the bidder. • Security @ Rs.3.00 lakhs for each shop and • (Advance) three months sub-licence fee to be adjusted against the sub licence fee of last three months of the agreement period. (GST will be charged extra)	A+3 days
4.	Signing of the agreement	A+7 days
5.	Handing over the shop to the bidder	A+7 days (on the same day of signing of the agreement)
6.	Moratorium period – For renovation /up-gradation of the shop	A+7 days + 30 days (A + 37 days)
7.	Commercial date of operation	A+38 days or earlier, as the case may be.
10.	Starting date for payment of sub-licence fee by the bidder to DTTDC	A+38 days or commercial date of operation, whichever is earlier.